

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

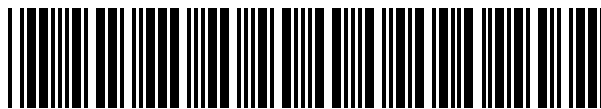
Company Number **13356292**

The Registrar of Companies for England and Wales, hereby certifies that

BRISTOL BOATERS COMMUNITY ASSOCIATION LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **26th April 2021**



N13356292I



Companies House



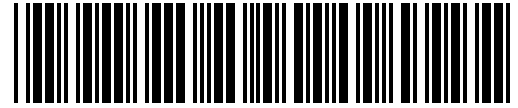
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **24/04/2021**

XA33HRKX

Company Name in full: **BRISTOL BOATERS COMMUNITY ASSOCIATION LTD**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND BS1 6XG**

Sic Codes: **94990**

Company Director *1*

Date of Birth: ****/05/1984** *Nationality:* **BRITISH**
Occupation: **BOAT SKIPPER**

13356292

Company Director 4

Type:	Person
Full Forename(s):	MR BEN WILLIAM THOMAS
Surname:	EWING
Former Names:	
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/08/1984** *Nationality:* **BRITISH**
Occupation: **ELECTRICIAN**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type:	Person
Full Forename(s):	MR MARK GENTY
Surname:	HOWKINS
Former Names:	
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/11/1973** *Nationality:* **BRITISH**
Occupation: **ENGINEER**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **AMANDA SHARMAN**

Address **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND
BS1 6XG**

Amount Guaranteed **1**

Name: **MARIA HERNANDEZ-FUENTES**

Address **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND
BS1 6XG**

Amount Guaranteed **1**

Name: **CHRISTINA HALLETT**

Address **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND
BS1 6XG**

Amount Guaranteed **1**

Name: **BEN EWING**

Address **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND
BS1 6XG**

Amount Guaranteed **1**

Name: **MARK HOWKINS**

Address **UNDERFALL YARD CUMBERLAND ROAD
BRISTOL
ENGLAND
BS1 6XG**

Amount Guaranteed **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	AMANDA SHARMAN
<i>Authenticated</i>	YES
<i>Name:</i>	MARIA HERNANDEZ-FUENTES
<i>Authenticated</i>	YES
<i>Name:</i>	CHRISTINA HALLETT
<i>Authenticated</i>	YES
<i>Name:</i>	BEN EWING
<i>Authenticated</i>	YES
<i>Name:</i>	MARK HOWKINS
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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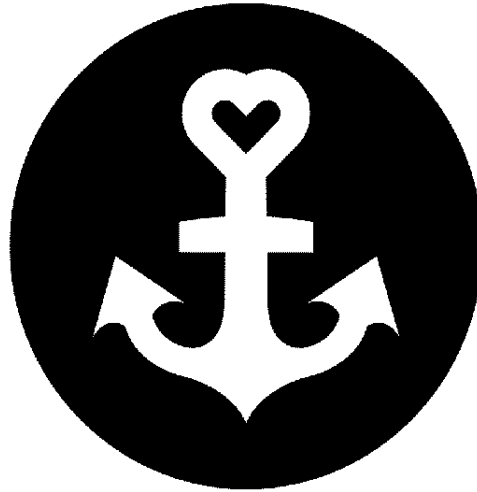
COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of BRISTOL BOATERS COMMUNITY ASSOCIATION LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
AMANDA SHARMAN	Authenticated Electronically
MARIA HERNANDEZ-FUENTES	Authenticated Electronically
CHRISTINA HALLETT	Authenticated Electronically
BEN EWING	Authenticated Electronically
MARK HOWKINS	Authenticated Electronically

Dated: 24/04/2021



BRISTOL BOATERS
COMMUNITY ASSOCIATION

a company limited by guarantee.

Articles of Association of Bristol Boaters Community Association

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Part 1: Company definition

1. Company name

- 1.1. The company's name is "Bristol Boaters Community Association" ("The Company").
- 1.2. The Company is a non-for-profit organisation.
- 1.3. The Company can include anyone owning or inhabiting a boat or other dwelling within the Bristol Harbour area at the Directors discretion.

2. Objects and powers

2.1. The objects of The Company are:

- a. to promote and support the interests of the Bristol Harbour boating community;
- b. to follow and encourage principles of good citizenship within the community;
- c. to positively develop communication channels improving transparency and clarity between local, national and other authorities as necessary in the best interests of The Company and its members;
- d. to promote good relations between berth holders, Bristol Harbour users and the surrounding community;
- e. encourage and facilitate our participation in any consultation as stakeholders in any development in the harbour area.;
- f. to contribute towards improving the safety and security of the Bristol Harbour area on and off the water;
- g. to positively contribute to the Bristol Harbour image, cultural heritage and preservation of historical assets;
- h. to encourage high standards of boat ownership, operation, leisure usage and residence; and
- i. to promote the protection and improvement of the local environment.

2.2. In order to achieve any of the objects listed above The Company may

- a. raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;
- b. open and operate one or more bank accounts;
- c. invest any of The Company's money that is not immediately required in such expenses, investments, securities or property as the Directors think fit (but subject to any conditions or consents that maybe imposed by law and the scrutiny of the membership in the annual general meeting);
- d. engage solicitors, accountant and other professional advisers to advise and act for The Company and pay the fees and expenses of any of such persons;
- e. pay the expenses of forming and registering The Company;
- f. join or co-operate with any other organisation having objects similar to or compatible with those of The Company;
- g. do all such other things which are lawful and necessary or expedient for the promotion of The Company's objects.
- h. In order to achieve any of the objects listed above The Company may

2.3. **No incorporation of assets.** The Company's income and property maybe used only for the promotion of its objects and no part of the income or property may be paid or

transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of The Company. Nothing in this clause shall prevent:

- a. the reimbursement of reasonable and proper out-of-pocket expenses incurred by any director or member, officer or employee of The Company when promoting or effecting the objects of The Company;

3. Equal opportunities

- 3.1. The Company will not discriminate on grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status, age, vessel type, usage or mooring.

Part 2: Interpretation and limitation of liability

4. Defined terms

- 4.1. In the articles, unless the context requires otherwise:

"**articles**" means the company's articles of association;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"**Chair**" has the meaning given in article 8;

"**chair-of-meeting**" has the meaning given in article 17;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"**director**" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**member**" has the meaning given in section 112 of the Companies Act 2006;

"**ordinary resolution**" has the meaning given in section 282 of the Companies Act 2006;

"**participate**", in relation to a directors' meeting, has the meaning given in article 15;

"**proxy notice**" has the meaning given in article 35.1;

"**special resolution**" has the meaning given in section 283 of the Companies Act 2006;

"**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 4.2. Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

5. Liability of members

- 5.1. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of The Company in the event of its being wound up while they are a member or within one year after he ceases to be a member, for:
- a. payment of The Company's debts and liabilities contracted before he ceases to be a member;
 - b. payment of the costs, charges and expenses of winding up; and
 - c. adjustment of the rights of the contributories among themselves.
- 5.2. **Distribution of assets on winding up:** If/when The Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of The Company, but shall be given or transferred to one or more organisations which have objects which are similar to or compatible with the objects of The Company; and which prohibit the distribution of income or property to at least as great an extent as is imposed on The Company by these Articles. The organisation(s) concerned shall be decided by the members of The Company at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some charitable objects.

Part 3: Directors' powers, board and responsibilities

6. Directors' general authority

- 6.1. Subject to the articles, the Board of directors are responsible for the management of The Company's business, for which purpose they may exercise all the powers of The Company.

7. Members' reserve power

- 7.1. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 7.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

8. Board of directors

- 8.1. The Board of Directors shall be elected annually at the Annual General Meeting of the Association or by the inaugural meeting in the first instance.
- 8.2. The Board of Directors shall consist of no fewer than three members and no more than 10 members including a:

- a. Chair;
 - b. Secretary, or a Director fulfilling this function;
 - c. Treasurer, or a Director fulfilling this function.
- 8.3. The Board of Directors shall have absolute discretion in respect of any matters concerning the interpretation of the Articles and their decision will be final.
- 8.4. The Chair shall represent the Association as and when it is appropriate, particularly in the interactions with other Societies, Charities, authorities or government representation and the media. The Chair will chair the Board of Directors Meetings and in his/her absence shall nominate a chair for those meetings.
- 8.5. The Chair will provide leadership to ensure that the objects of the society are met.
- 8.6. The Chair will serve a minimum of one year and maximum of 3 years.
- 8.7. The Secretary will ensure that the documentation The Company needs to keep is up to date and properly filed. The Secretary is responsible for the administrative procedures in the Board of Directors and the Annual General Meeting. The Secretary or other person appointed by the Board of Directors shall keep a record of proceedings at every meeting of the group.
- 8.8. The Board of Directors shall ensure that the Secretary keeps minutes for the purpose:
- a. of all appointments of officers at the Board of Directors and Area contacts;
 - b. of all proceedings at meetings of The Company and of the Board of Directors and of committees including the names of all members present at each such meetings;
 - c. the decisions made at each meeting, and where appropriate the reasons for those decisions; and
 - d. the Secretary will serve a minimum of one year and maximum of 3 years.
- 8.9. The Treasurer shall ensure that all economic transactions of The Company are sound and in accordance with local rules and regulations. If need be the treasurer will communicate with the accountant/s or auditors and will facilitate and help to elaborate the necessary financial reports of The Company both for internal and external purposes.
- 8.10. The Treasurer will serve a minimum of one year and maximum of 3 years.
- 8.11. Accounts will be recorded by the Treasurer and shall be available for all members to inspect upon notice. The Treasurer shall prove a summary of the funds held by The Company and its expenses at the Annual General Meeting.
9. Area Contacts
- 9.1. The directors shall appoint Area Contacts for each mooring area of Bristol Harbour (such areas as being determined annually by the Directors and approved at the Annual General Meeting) to facilitate effective communication within the Company. For the avoidance of doubt Directors may be appointed as Area Contacts.
- 9.2. The Directors will consider the wishes of the members in each Area before appointing each Area Contact and may require Areas to hold elections for the role of contact

when disputed. The procedure for any such election will be decided by the Board of Directors.

- 9.3. Area Contacts will ensure that the necessary communications are transferred to/from their area. These members will defend the interest of that mooring area in the executive meetings.
- 9.4. Area Contacts may serve as such as long as the registered members of the area they represent agree with this appointment.

10. Committees

- 10.1. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 10.2. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

11. Termination of director's appointment

- 11.1. A person ceases to be a director as soon as:
 - a. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - b. a bankruptcy order is made against that person;
 - c. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - d. a registered medical practitioner who is treating that person gives a written opinion to The Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - e. notification is received by The Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

12. Directors' remuneration

- 12.1. Directors in this company are not are entitled to remuneration for their dedication to pursue and affect The Company's objects.

13. Directors' expenses

- 13.1. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - a. meetings of directors or committees of directors;
 - b. general meetings;
 - c. separate meetings of the holders of debentures of The Company; or
 - d. otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to The Company.

Part 4: Decision-making by the board of directors

14. Calling a board of directors' meeting

- 14.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising The Company secretary (if any) to give such notice.
- 14.2. Notice of any directors' meeting must indicate:
 - a. its proposed date and time;
 - b. where it is to take place, or the online details; and
 - c. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.3. Notice of a directors' meeting must be given to each director but need not be in writing.
- 14.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to The Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

15. Participation in board of directors' meetings

- 15.1. Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - a. the meeting has been called and takes place in accordance with the articles, and
 - b. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

16. Quorum for board of directors' meetings

- 16.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2. The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- 16.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - a. to appoint further directors, or
 - b. to call a general meeting to enable the members to appoint further directors.

17. Chairing of board of directors' meetings

- 17.1. If the Chair is not present at a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

18. Casting vote

- 18.1. If the numbers of votes for and against a proposal are equal, the chair-of-meeting or other director chairing the meeting has a casting vote.
- 18.2. But this does not apply if, in accordance with the articles, the chair-of-meeting or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. Conflicts of interest

- 19.1. Directors should declare to the Board of Directors any remuneration which they currently receive as directors of other companies or other officers or employees of subsidiaries or of any other body corporate in which The Company may be interested and therefore be deemed as incurring in a conflict of interest.
- 19.2. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with The Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 19.3. But if paragraph 19.4 applies, a director who is interested in an actual or proposed transaction or arrangement with The Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 19.4. This paragraph applies when:
 - a. The Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - b. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - c. the director's conflict of interest arises from a permitted cause.
- 19.5. For the purposes of this article, the following are permitted causes:
 - a. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of The Company or any of its subsidiaries;
 - b. subscription, or an agreement to subscribe, for securities of The Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - c. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of The Company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 19.6. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 19.7. Subject to paragraph 19.8, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair-of-meeting whose ruling in relation to any director other than the chair-of-meeting is to be final and conclusive.

- 19.8. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair-of-meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair-of-meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 20. Records of decisions to be kept
 - 20.1. The directors must ensure that The Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 21. Board of directors' discretion to make further rules
 - 21.1. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

PART 5: Becoming and ceasing to be a member

- 22. Applications for membership
 - 22.1. The subscribers to the memorandum of association are the first members of The Company.
 - 22.2. Membership is open to all persons, companies and organisations which support the objects of The Company.
 - 22.3. No person shall become a member of The Company unless:
 - a. that person has completed an application for membership in a form approved by the directors, and
 - b. one or more of the directors have approved the application.
- 23. Classes of membership
 - 23.1. The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
 - 23.2. The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership. This decision should be taken at Annual General Meetings.
- 24. Termination of membership
 - 24.1. A member may withdraw from membership of The Company by giving 7 days' notice to The Company (or any of the directors) in writing.
 - 24.2. Membership is not transferable.
 - 24.3. A person's membership terminates when that person dies or ceases to exist.

Part 6: Organisation of general meetings

25. Annual general meetings

- 25.1. The Directors must call Annual General Meetings in accordance with these articles. The following provisions shall apply to all Annual General Meetings unless the members resolve otherwise.
- 25.2. Subject to paragraph 25.1 the first Annual General Meeting must be held within eighteen months after the date of incorporation of The Company.
- 25.3. Subject to paragraph 25.1 in every calendar year after the year of the first Annual General Meeting, The Company must hold an Annual General Meeting and not more than fifteen months may elapse between the date of one Annual General Meeting and the next.
- 25.4. A notice calling a general meeting must be in writing, by electronic means or others, must specify the date, time, place or electronic means to connect and the general nature of the business to be transacted.

26. Business of annual general meetings

- 26.1. The usual business of an Annual General Meeting is:
 - a. the consideration of the accounts, balance sheets, reports of the Directors and, if The Company has auditors, the auditors;
 - b. the election of Directors in place of those, if any, who are retiring;
 - c. unless The Company is exempt from any legal requirement to have auditors, the appointment of auditors and the fixing of their remuneration (if any); and
 - d. any other business included in the notice calling the meeting.

27. Attendance and speaking at general meetings

- 27.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 27.2. A person can exercise the right to vote at a general meeting when:
 - a. that person can vote, during the meeting, on resolutions put to the vote at the meeting; and
 - b. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 27.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 27.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 27.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
28. Quorum for general meetings
- 28.1. No business other than the appointment of the chair-of-meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 28.2. The quorum will be 8 persons who are entitled to attend and vote. Such persons are any member who has voting rights, any representative of a corporate member and any proxy for a member.
- 28.3. If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Directors decide.
29. Chairing general meetings
- 29.1. If the directors have appointed a chair-of-meeting, they shall chair general meetings if present and willing to do so.
- 29.2. If the directors have not appointed a chair-of-meeting, or if they are unwilling to chair the meeting or are not present within ten minutes of the time at which a meeting was due to start:
- a. the directors present, or
 - b. (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chair-of-meeting must be the first business of the meeting.
- 29.3. The person chairing a meeting in accordance with this article is referred to as "the chair-of-meeting".
30. Attendance and speaking by directors and non-members
- 30.1. The chair-of-meeting may permit other persons who are not members of The Company to attend and speak at a general meeting.
31. Adjournment
- 31.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair-of-meeting must adjourn it.
- 31.2. The chair-of-meeting may adjourn a general meeting at which a quorum is present if:
- a. the meeting consents to an adjournment, or
 - b. it appears to the chair-of-meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 31.3. The chair-of-meeting must adjourn a general meeting if directed to do so by the meeting.

- 31.4. When adjourning a general meeting, the chair-of-meeting must:
- a. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - b. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, The Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- a. to the same persons to whom notice of The Company's general meetings is required to be given, and
 - b. containing the same information which such notice is required to contain.
- 31.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Part 7: Voting at general meetings

32. Voting: General

- 32.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 32.2. Each member of the company shall have one vote on each of the resolutions put to the vote.

33. Errors and disputes

- 33.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 33.2. Any such objection must be referred to the chair-of-meeting whose decision is final.

34. Poll votes

- 34.1. A poll on a resolution may be demanded:
- a. in advance of the general meeting where it is to be put to the vote, or
 - b. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 34.2. A poll may be demanded by:
- a. the chair-of-meeting;
 - b. the directors;
 - c. two or more persons having the right to vote on the resolution; or
 - d. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 34.3. A demand for a poll may be withdrawn if:
- a. the poll has not yet been taken, and

- b. the chair-of-meeting consents to the withdrawal.
- 34.4. Polls must be taken immediately and in such manner as the chair-of-meeting of the meeting directs.
- 35. Content of proxy notices
 - 35.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - a. states the name and vessel name of the member appointing the proxy;
 - b. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - c. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, namely by e-mail; and
 - d. is delivered to The Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
 - 35.2. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
 - 35.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
 - 35.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - a. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - b. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 36. Delivery of proxy notices
 - 36.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to The Company by or on behalf of that person.
 - 36.2. An appointment under a proxy notice may be revoked by delivering to The Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
 - 36.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
 - 36.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 37. Amendments to resolutions
 - 37.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- a. notice of the proposed amendment is given to The Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair-of-meeting may determine), and
 - b. the proposed amendment does not, in the reasonable opinion of the chair-of-meeting, materially alter the scope of the resolution.
- 37.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - a. the chair-of-meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - b. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 37.3. If the chair-of-meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair-of-meeting's error does not invalidate the vote on that resolution.

Part 8: Administrative arrangements

38. Subscriptions

- 38.1. The Directors may make Rules for the payment of joining fees and/or subscriptions by members. The Rules may specify the amount of the fees or subscriptions, the method of payment and collection and all other arrangements. The Rules may be altered from time to time by the general meeting. If there are different classes of members, the Rules may specify that different amount of fees or subscriptions and different arrangements for their collection apply to different classes.
- 38.2. Every member must pay The Company any fees or subscriptions which are payable under the Rules.
- 38.3. If a member fails to pay a fee or a subscription within 6 months after it became due their membership may be terminated by a Directors resolution.
- 38.4. Any member can apply to the Board of Directors for a waiver of their fees in case of financial duress or any other justified reason which the Directors may take into consideration. Decisions will be made according to any rules that will be published to the membership regularly. This should be communicated to the member accordingly.

39. Means of communication to be used

- 39.1. Subject to the articles, anything sent or supplied by or to The Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to The Company.
- 39.2. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

- 39.3. A director may agree with The Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Part 9: Directors' indemnity and insurance

40. Indemnity

- 40.1. Subject to paragraph (40.2), a relevant director of The Company or an associated company may be indemnified out of The Company's assets against:
- a. any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to The Company or an associated company;
 - b. any liability incurred by that director in connection with the activities of The Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
 - c. any other liability incurred by that director as an officer of The Company or an associated company.
- 40.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 40.3. In this article:
- a. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - b. a "relevant director" means any director or former director of The Company or an associated company.

41. Insurance

- 41.1. The directors may decide to purchase and maintain insurance, at the expense of The Company, for the benefit of any relevant director in respect of any relevant loss.
- 41.2. In this article:
- a. a "relevant director" means any director or former director of The Company or an associated company;
 - b. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to The Company, any associated company or any pension fund or employees' share scheme of The Company or associated company; and
 - c. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.